

BOIES, SCHILLER & FLEXNER LLP
RICHARD J. POCKER (NV Bar No. 3568)
300 South Fourth Street, Suite 800
Las Vegas, NV 89101
Telephone: (702) 382-7300
Facsimile: (702) 382-2755
rpocker@bsflfp.com

BOIES, SCHILLER & FLEXNER LLP
STEVEN C. HOLTZMAN (*pro hac vice*)
FRED NORTON (*pro hac vice*)
KIERAN P. RINGGENBERG (*pro hac vice*)
1999 Harrison Street, Suite 900
Oakland, CA 94612
Telephone: (510) 874-1000
Facsimile: (510) 874-1460
sholtzman@bsflfp.com
fnorton@bsflfp.com
kringgenberg@bsflfp.com

Attorneys for Plaintiffs Oracle America, Inc.
and Oracle International Corp.

BINGHAM MCCUTCHEN LLP
GEOFFREY M. HOWARD (*pro hac vice*)
THOMAS S. HIXSON (*pro hac vice*)
KRISTEN A. PALUMBO (*pro hac vice*)
Three Embarcadero Center
San Francisco, CA 94111-4067
Telephone: 415.393.2000
Facsimile: 415.393.2286
geoff.howard@bingham.com
thomas.hixson@bingham.com
kristen.palumbo@bingham.com

DORIAN DALEY (*pro hac vice application
to be submitted*)
DEBORAH K. MILLER (*pro hac vice*)
JAMES C. MAROULIS (*pro hac vice*)
ORACLE CORPORATION (*pro hac vice*)
500 Oracle Parkway
M/S 5op7
Redwood City, CA 94070
Telephone: 650.506.4846
Facsimile: 650.506.7114
dorian.daley@oracle.com
deborah.miller@oracle.com
jim.maroulis@oracle.com

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

ORACLE USA, INC., a Colorado corporation;
ORACLE AMERICA, INC., a Delaware
corporation; and ORACLE INTERNATIONAL
CORPORATION, a California corporation,

Plaintiffs,

v.

RIMINI STREET, INC., a Nevada corporation;
SETH RAVIN, an individual,

Defendants.

Case No 2:10-cv-0106-LRH-PAL

**FIRST AMENDED COMPLAINT
FOR DAMAGES AND INJUNCTIVE
RELIEF FOR:**

**(1) COPYRIGHT INFRINGEMENT;
(2) VIOLATIONS OF THE FEDERAL
COMPUTER FRAUD AND ABUSE
ACT;
(3) VIOLATIONS OF THE
COMPUTER DATA ACCESS AND
FRAUD ACT;
(4) VIOLATIONS OF NRS 205.4765;
(5) BREACH OF CONTRACT;
(6) INDUCING BREACH OF
CONTRACT
(7) INTENTIONAL INTERFERENCE
WITH PROSPECTIVE ECONOMIC
ADVANTAGE;
(8) NEGLIGENT INTERFERENCE
WITH PROSPECTIVE ECONOMIC
ADVANTAGE;**

**(9) UNFAIR COMPETITION;
 (10) TRESPASS TO CHATTELS;
 (11) UNJUST ENRICHMENT /
 RESTITUTION;
 (12) UNFAIR PRACTICES; and
 (13) AN ACCOUNTING.**

DEMAND FOR JURY TRIAL

Plaintiffs Oracle USA, Inc. (“Oracle USA”), Oracle America, Inc. (“Oracle America”) and Oracle International Corporation (“OIC”) (together “Oracle” or “Plaintiffs”) for their Complaint against Defendants Rimini Street, Inc. (“Rimini Street”) and Seth Ravin, allege as follows based on their personal knowledge as for themselves, and on information and belief as to the acts of others:

I. JURISDICTION

1. Oracle’s first cause of action arises under the Federal Copyright Act, 17 U.S.C. §§ 101 *et seq.*, and its second cause of action arises under the Computer Fraud and Abuse Act, 18 U.S.C. §§ 1030 *et seq.* Accordingly, this Court has subject matter jurisdiction over this action pursuant to 18 U.S.C. § 1030(g), 28 U.S.C. § 1331, and 28 U.S.C. § 1338.

2. This Court has supplemental subject matter jurisdiction over the pendent state law claims under 28 U.S.C. § 1367, because these claims are so related to Oracle’s claims under federal law that they form part of the same case or controversy and derive from a common nucleus of operative facts.

3. This Court also has original subject matter jurisdiction over the state law claims under 28 U.S.C. § 1332 because there is a complete diversity of citizenship between the Plaintiffs and the Defendants, and the amount in controversy exceeds \$75,000.

II. INTRODUCTION

4. “*The key is you have to be authorized. . . . Either you’re authorized or you’re not.*” (Seth Ravin, commenting on Oracle’s 2007 lawsuit against SAP for illegally downloading Oracle’s intellectual property).

5. This case is about the massive theft of Oracle’s software and related support materials through an illegal business model by Defendant Rimini Street and its CEO and

1 President, Defendant Seth Ravin. Rimini Street holds itself out as a support provider to
 2 companies that license certain of Oracle's enterprise software applications, including its
 3 PeopleSoft, J.D. Edwards ("JDE") and Siebel-branded software. Central to Rimini Street's
 4 business model is the illegal downloading of Oracle's Software and Support Materials¹ in a
 5 scheme that is vast in scope, consisting of many thousands of Software and Support Materials.
 6 Rimini Street typically logs on to Oracle's password protected Technical Support websites using
 7 a customer credential, then downloads Software and Support Materials in excess of the
 8 customer's authorization under its license agreement. Sometimes Rimini Street will download
 9 hundreds or even thousands of Software and Support Materials at a time, relating to entire
 10 families of software (*e.g.*, PeopleSoft, JDE, or Siebel) that the customer does not license and for
 11 which it has no use.

12 6. Rimini Street automates its massive downloading with "robots" or
 13 "crawlers," in intentional violation of Oracle's Technical Support website Terms of Use. These
 14 intrusions have damaged Oracle's support services by causing the databases which host the
 15 Software and Support Materials to freeze, disrupting their operation and impeding the
 16 availability of lawful downloads to Oracle's other customers. As a result, Oracle has suffered
 17 economic harm in the form of disruptions to its business operations, increased costs to maintain
 18 and repair its servers, and decreased ability to meet its customers' support needs.

19 7. Ravin has admitted that downloads in excess of the customer's
 20 authorization are improper. In an interview he explained that "It is very common for [a
 21 customer] to provide a password and ID for us to get to download upgrades and support. It's a
 22 standard industry practice across every consulting firm. *The key is you have to be authorized.*"
 23 (emphasis supplied). Ravin emphasized that "[y]ou need to be very careful about parsing
 24 documents – whether you take 20 or hundreds. *Either you're authorized or you're not.*"

25
 26 ¹ These copyrighted materials, which include software applications and environments,
 27 program updates, software updates, bug fixes, patches, custom solutions, and instructional
 28 documents across the entire PeopleSoft, J.D. Edwards, and Siebel families of software products,
 are referred to throughout as "Software and Support Materials."

1 (emphasis supplied).

2 8. Ravin's admission that Rimini Street may not download Oracle Software
3 and Support Materials for which the customer lacks authorization is correct. His description of
4 Rimini Street's business practices is false. Rimini Street's massive, illegal downloads of Oracle
5 Software and Support Materials violates Rimini Street's contracts with its customers, their
6 licenses with Oracle, the Terms of Use, and civil and criminal laws.

7 9. Rimini Street's business model includes more than just illegal
8 downloading. Ravin has caused Rimini Street to acquire copies of its customers' licensed Oracle
9 enterprise applications software. In the course of its business, Rimini Street makes additional
10 illegal copies of this software, which it uses in various illegal ways to offer low-cost support and
11 induce Oracle's customers to cancel their support contracts with Oracle in favor of Rimini Street.

12 10. This illegal business model is not new for Ravin. He helped create this
13 illegal scheme at his prior company, TomorrowNow ("SAP TN"), with his partner, Andrew
14 Nelson. Under this business model, SAP TN gained repeated and unauthorized access to
15 Oracle's intellectual property. It made and used thousands of copies of Oracle's copyrighted
16 software applications and relied on illegal downloading from Oracle websites, using custom
17 programmed "scraping" tools designed to "scrape" Oracle's website for bug fixes, patches,
18 updates, and instruction manuals.

19 11. Ravin and Nelson sold SAP TN to the German software conglomerate
20 SAP AG, and Ravin soon left to later found Rimini Street. SAP AG publicly admitted that SAP
21 TN improperly copied Oracle Software and Support Materials, and shut down SAP TN in
22 October 2008 having concluded that it could not provide support services without infringing on
23 Oracle's intellectual property rights. In March 2010, SAP AG and SAP TN conceded that SAP
24 TN violated Oracle's copyrights during the time after March 1, 2005, which includes a period of
25 time in which Ravin was still managing SAP TN under the supervision and control of SAP AG.
26 In March 2010, SAP AG and SAP TN also conceded that, during the time that Ravin was
27 managing SAP TN under the supervision and control of SAP AG, SAP TN violated both the
28 federal Computer Fraud and Abuse Act and California Penal Code section 502(c)(7) by

1 unlawfully accessing Oracle computers.

2 12. Ravin has admitted that Rimini Street mimics and expands the SAP TN
3 model: “Our [Rimini Street’s] basic model for TomorrowNow customers is that you’re going to
4 get the same kind of savings” because “[w]hat we’re offering is on top of what they’re used to,
5 which is the vanilla offering that I actually assembled – because it hasn’t changed much from
6 what I put together at TomorrowNow several years ago when we were launching the company.”

7 13. Rimini Street’s marketing literature emphasizes how little difference
8 customers would notice from SAP TN’s service offering, stating that converting is as “Easy as 1-
9 2-3.” For example, Rimini Street stated that tax and regulatory updates to Oracle software
10 applications “are packaged the same as Client is used to receiving previously from PeopleSoft
11 Corporation and then TomorrowNow, Inc. There is no difference in how Rimini Street tax and
12 regulatory updates are installed.” Oracle, of course, owned the intellectual property rights to the
13 software SAP TN copied and used to create its illegal updates. Ravin and Rimini Street knew
14 that and capitalized on it by copying the model and boasting about the similarity in services.

15 14. The corrupt business model Ravin helped to create continues in full force
16 at Rimini Street. Oracle brings this lawsuit to end it once and for all, stop Rimini Street’s illegal
17 activity, and redress the harm that Rimini Street has caused by its illegal conduct. Rimini
18 Street’s copyright infringement and other illegal, wrongful, and unfair business practices threaten
19 to cause irreparable harm to Oracle, its many employees, customers, shareholders, and the
20 industry at large. Oracle has no adequate remedy at law for the harm threatened and caused by
21 these acts.

22 **III. THE PARTIES**

23 15. On February 15, 2010, Plaintiff Oracle USA, Inc., a Colorado corporation,
24 merged with and into Sun Microsystems, Inc. Sun Microsystems, Inc., the surviving
25 corporation, was then renamed “Oracle America, Inc.” (“Oracle America”). Plaintiff Oracle
26 America is a Delaware corporation, with its principal place of business in Redwood City,
27 California. Oracle America develops and licenses certain intellectual property, including
28 copyrighted enterprise software programs, and provides related services. Oracle America is the

1 successor in interest to Oracle USA, and through Oracle USA is the successor to PeopleSoft
 2 USA, Inc. (“PeopleSoft”) and a successor in interest to certain PeopleSoft, JDE, and Siebel
 3 entities. Hereinafter, Oracle USA, Inc. and Oracle America, Inc. are referred to collectively as
 4 “Oracle America.”²

5 16. Plaintiff OIC is a California corporation, with its only place of business in
 6 Redwood City, California. OIC owns and licenses certain intellectual property, including
 7 copyrighted enterprise software programs used around the world. Intellectual property rights
 8 formerly held by certain PeopleSoft, JDE, and Siebel entities were transferred to OIC as part of
 9 the acquisitions of PeopleSoft and Siebel by Oracle. OIC is the owner or exclusive licensee of
 10 the copyrights at issue in this action.

11 17. Seth Ravin is the founder, president, and CEO of Rimini Street and the
 12 former President of SAP TN. He is a resident of Nevada.

13 18. Rimini Street is a Nevada corporation with its principal place of business
 14 in Las Vegas, Nevada. Ravin founded and controls Rimini Street.

15 19. Oracle is currently unaware of the true names and capacities of Does 1
 16 through 50, inclusive, whether individual, partnership, corporation, unincorporated association,
 17 or otherwise. Due to the surreptitious nature of Defendants’ actions, and the complicated nature
 18 of their scheme, the identities of Does 1 through 50 have been concealed from Oracle, preventing
 19 Oracle from identifying them by name. After discovery, which is necessary to ascertain the true
 20 names and capacities of Does 1 through 50, Oracle will amend its Complaint to allege the
 21 necessary identifying details.

22 20. Defendants all are doing business in and have directed their activities at
 23 Nevada. Rimini Street is headquartered in this district, and Ravin resides in this district. Rimini
 24 Street committed its illegal downloading in Nevada, and provided illegal copies of Oracle
 25 Software and Support Materials from, among other places, Nevada. Rimini Street also

26
 27 ² Plaintiffs intend to file a substitution under Federal Rule of Civil Procedure 17 with respect to
 28 these transactions.

advertises, promotes, sells, licenses, services, and supports customers in Nevada. Defendants have also committed their unlawful conduct in other states.

21. At all material times, through his ownership of Rimini Street and his role as CEO and President, Seth Ravin had both the right and the authority to control, and had a direct financial interest in, the actions of the corporation.

22. At all material times, each of the Defendants, as well as Does 1 through 50, was the agent, servant, employee, partner, joint venturer, representative, subsidiary, parent, affiliate, alter ego, or co-conspirator of the others, had full knowledge of and gave substantial assistance to the alleged activities, and in doing the things alleged, each was acting within the scope of such agency, service, employment, partnership, joint venture, representation, affiliation, or conspiracy, and each is legally responsible for the acts and omissions of the others.

IV. VENUE

23. Venue in this district is appropriate, pursuant to 28 U.S.C. § 1391, because Defendants Rimini Street and Ravin reside in this district and because a substantial part of the events giving rise to the dispute occurred in this district, a substantial part of the property that is the subject of the action was and is situated in this district, and the Court has personal jurisdiction over each of the Defendants as alleged throughout this Complaint.

V. DIVISION ASSIGNMENT

24. Assignment to the Las Vegas division is proper under Civil Local Rule IA 8-1(a), because this action arises, in part, in Las Vegas, where Rimini Street is headquartered and Ravin resides and where, among other places, both engaged in their unlawful conduct.

VI. FACTUAL ALLEGATIONS

A. Oracle's Software And Support Materials

25. Oracle is the world's largest enterprise software company, and the first to receive J.D. Power & Associates' global certification for outstanding service and support based on measuring customer satisfaction worldwide. Oracle develops, manufactures, markets, distributes, and services software designed to help its customers manage and grow their business operations. Oracle's enterprise software and technology offerings include database, middleware,

1 and applications software programs.

2 26. As is typical in the enterprise software industry, Oracle does not sell
3 ownership rights to its software or related support products to its customers. Instead, Oracle's
4 customers purchase licenses that grant them limited rights to use specific Oracle software
5 programs, with Oracle retaining all copyright and other intellectual property rights in these
6 works. In addition, licensed customers can, and typically do, purchase some set of technical
7 support services. Those services include upgraded products such as updates, bug fixes, or
8 patches to the software programs the customers have expressly licensed from Oracle and have
9 the right to use for purposes authorized by Oracle.

10 27. Oracle's license agreements with its customers may vary according to the
11 products licensed, including because the customers originally contracted with PeopleSoft, Siebel,
12 and/or JDE, but all of the relevant license agreements for what is now Oracle software set
13 comparable rules for access to, and reproduction, distribution, and use of, that software. Among
14 other things, those rules prohibit access to, or reproduction, distribution, or use of, any portion of
15 the software not expressly licensed to and paid for by the licensee, and any sublicense,
16 disclosure, use, rent, or lease of the software to third parties. The licenses, with a few exceptions
17 that are not relevant here, also restrict where the customer physically may install the software, to
18 whom it may provide copies, and the purposes for which it may make those copies. These
19 licensing restrictions are important to protect Oracle's substantial investment in the development
20 of its software. They also help to make worthwhile Oracle's continuous enhancement of its
21 products for the benefit of its customers, which requires significant investment in research and
22 development.

23 28. Oracle's license agreements define Oracle's confidential information to
24 include, without limitation, Oracle's software, its object and source code, and any associated
25 documentation or service offerings. In certain instances, licensees may designate third parties to
26 help maintain Oracle's software, but only subject to the terms of the relevant license agreement
27 between the licensee and Oracle. With a few exceptions that are not relevant here, those
28 agreements generally preclude the third party from installing the software on an offsite server, or

1 accessing the source code of the software. The license agreements prohibit the licensee or any
 2 third party from using the software offsite without notice to Oracle, prohibit disclosure to third
 3 parties, and prohibit any use other than by the customer for production, back up, archival and in-
 4 house disaster recovery purposes. As defined in one illustrative license agreement, “software”
 5 specifically includes the update products made available to customers as part of the support
 6 contracts that customers purchased from Oracle.

7 29. Through its Terms of Use, Oracle also restricts access to the Technical
 8 Support websites used by Oracle customers and/or their authorized agents to access and
 9 download JDE, Siebel, and PeopleSoft Software and Support Materials licensed to Oracle
 10 customers. For example, the Terms of Use on Oracle’s Metalink 3 website – which related to
 11 Oracle’s PeopleSoft, JDE, and Siebel software – stated:

12 You agree that access to Metalink . . . will be granted only to your
 13 designated Oracle technical support contacts and that the Materials
 14 [on the support website] may be used solely in support of your
 15 authorized use of the Oracle programs for which you hold a
 16 supported license from Oracle. Unless specifically provided in
 your licensing or distribution agreement with Oracle, the Materials
 may not be used to provide services for or to third parties and may
 not be shared with or accessed by third parties.

17 30. The Metalink 3 Terms of Use explicitly described the confidential nature
 18 of the material on the Technical Support website: “the information contained in the Materials
 19 [available through the website] is the confidential proprietary information of Oracle. *You may*
 20 *not use, disclose, reproduce, transmit, or otherwise copy in any form or by any means the*
 21 *information contained in the Materials for any purpose*, other than to support your authorized
 22 use of the Oracle Programs for which you hold a supported license from Oracle, without the
 23 prior written permission of Oracle.” (emphasis supplied).

24 31. The Metalink 3 Terms of Use also prohibited the use of automated
 25 downloads, including through robots, or other use of the Technical Support website that
 26 overburdens it:

27 *You agree that you will not access or use Metalink in any manner*
 28 *that could damage, disable, overburden, or impair, or otherwise*
result in unauthorized access to or interference with, the proper
functioning of any Oracle accounts, computer systems or networks.

1 *For example, you may not use any software routines commonly*
 2 *known as robots, spiders, scrapers, or other automated means, to*
 3 *access Metalink or any Oracle accounts, systems, or networks.*

4 (emphasis supplied).

5 32. In addition, access to Oracle's Metalink 3 and My Oracle Support
 6 websites – which provide access to Software and Support Materials for Oracle's PeopleSoft,
 7 JDE, and Siebel software – was governed by the Oracle website's Terms of Use governing
 8 access to, downloading of, copying of, and further use or distribution of support materials.
 9 These Terms of Use stated: "By accessing or using the Site or the Content provided on or
 10 through the Site, you agree to follow and be bound by the following terms and conditions
 11 concerning your access to and use of the Site and the Content provided on or through the Site
 12 ('Terms of Use')" These Terms of Use prohibited users from downloading, storing,
 13 viewing, or printing the materials made available on that website or available for download
 14 through the Site other than "solely for personal, informational, non-commercial purposes." They
 15 also prohibited the user from modifying or altering those materials "in any way" and prohibited
 16 redistribution. The Oracle website's Terms of Use further stated: "Your use of software is
 17 subject to all agreements such as a license agreement or user agreement that accompanies or is
 18 included with the Software, ordering documents, exhibits, and other terms and conditions that
 19 apply"

20 **B. Rimini Street's Business Model – "Anything that sounds too good to be true
 21 probably is."**

22 33. In the world of enterprise software applications, revenue comes from three
 23 basic activities: (a) licenses of the underlying software applications; (b) consulting relating to
 24 the implementation and operation of the software; and (c) support contracts to keep the software
 25 updated and upgraded.

26 34. Rimini Street provides support services to customers who use Oracle
 27 software, including its JDE, Siebel, and PeopleSoft families of applications.

28 35. Rimini Street claims to compete with Oracle by providing low-cost
 maintenance and support services to PeopleSoft, JDE, and Siebel customers running assorted

1 versions of these software programs. Rimini Street advertises that it can cut customer
 2 maintenance and support bills in half and give customers a reprieve from software upgrade
 3 cycles by allowing customers to remain on older, often outdated, versions of PeopleSoft, JDE, or
 4 Siebel software rather than moving to later versions, and by eliminating fees for fixes and
 5 upgrades that customers would otherwise have to pay to remain on the older versions. Rimini
 6 Street claims that it can provide such fixes and updates and thereby support outdated software for
 7 10 years past its general availability without additional cost to customers.

8 36. In addition to those services, Rimini Street offers “customization fixes,”
 9 “tax and regulatory updates,” “applications and repository fixes,” and, most remarkably, “24/7
 10 Support with Guaranteed 30 Minutes or less Response” on software programs for which it has no
 11 intellectual property rights. Rimini Street claims to offer this comprehensive support at “More
 12 Than 50% Annual Cost Savings.”

13 37. Rimini Street does not have the development capability to meet the
 14 support commitments it advertises at any price, much less the 50% discount it promotes. It
 15 certainly has not matched Oracle’s investment in development resources, or even come close to
 16 it.

17 38. Rimini Street has also offered to provide annual maintenance service for
 18 customers using PeopleSoft, JDE, or Siebel software for \$100.00 for two years. In the third year,
 19 Rimini Street raises the price, but to only 50% of what SAP TN charged in the third year of its
 20 own illegal downloading scheme. Rimini Street stated that the “\$100.00 covers the complete
 21 program of tax updates” and “the same service” that the customer has “been getting from
 22 TomorrowNow.” One of Rimini Street’s customers characterized this as “an awesome deal,”
 23 while noting that “anything that sounds too good to be true probably is.”

24 **C. Rimini Street’s and Ravin’s Theft By Downloading**

25 39. In and after November 2008, and continuing in 2009, there occurred
 26 unusually heavy download activity on Oracle’s password-protected Technical Support website.
 27 That website permits licensed Oracle customers with active support agreements to download a
 28 wide array of Software and Support Materials. Oracle has invested billions of dollars in

1 research, development, and engineering to create these materials. Customers who have
2 contracted for support with Oracle have log-in credentials to access the Technical Support
3 website and download Software and Support Materials. However, Oracle's support contracts
4 limit customers' access and download rights to Software and Support Materials pertaining to the
5 customers' licensed products. Customers have no contractual right to download Software and
6 Support Materials relating to software programs they have not licensed from Oracle, or for which
7 the customers did not purchase support rights, or once the support rights they did purchase have
8 expired.

9 40. Thousands of these downloads were made to servers associated with the
10 IP addresses 71.5.6.20, 71.5.6.23, and 71.5.6.28, which are owned by Rimini Street. Many of
11 these downloads were to users whose log-in name ended with "@riministreet.com." By way of
12 example only, between December 10, 2008, and December 18, 2008, a user credential ending
13 with "@riministreet.com" downloaded more than 100,000 files to the server associated with IP
14 address 71.5.6.23. Likewise, between April 20, 2009 and May 1, 2009, a user credential ending
15 with "@riministreet.com" downloaded several thousand files to the server associated with the IP
16 address 71.5.6.20. In these examples and many others, thousands of the downloaded files were
17 unauthorized and exceeded the scope of the Software and Support Materials that were licensed
18 for the customer on whose behalf Rimini Street ostensibly performed the downloading.

19 41. As another example, between November 18, 2008 and November 24,
20 2008, Rimini Street used an automated crawler in an attempt to download approximately more
21 than 800,000 files from Oracle's Technical Support website, resulting in approximately 120,000
22 successful downloads to the server associated with the IP address 71.5.6.20. The reason why
23 such a low percentage of the downloads was successful is that Rimini Street programmed the
24 crawler to increase the document number for each copied file by one digit over the last one (*i.e.*,
25 document ID 0.1, then 1.1, 2.1, 3.1, and so on), to indiscriminately and systemically copy
26 literally every document on the website, regardless of the license applicable to the customer
27 credentials input into the crawler software to obtain access to Oracle's systems. Most of the
28 document numbers the crawler sought to copy did not actually exist as files; Rimini Street

1 simply had programmed the crawler to search for and copy every conceivable document number
2 – comprehensively to take everything. This specific instance of Rimini Street’s downloading
3 terminated only when Oracle disabled access to the IP address involved.

4 42. The indiscriminate nature of Rimini Street’s illegal downloading is
5 apparent from the files that it downloaded. Oracle’s software applications are generally grouped
6 into product families, such as PeopleSoft, JDE, and Siebel. A customer using an application
7 typically knows – and a support provider such as Rimini Street would obviously know – what
8 family the application is in, as that is the most basic information about the software. A customer
9 licensed for and using only Siebel applications, for example, would typically have no use for an
10 update or support document relating to a software application in a different family (*e.g.*,
11 PeopleSoft), as it would be useless to the customer. And, of course, that customer would have
12 no right to copy or use the Software and Support Materials corresponding to a separate,
13 unlicensed application.

14 43. On many occasions, however, Rimini Street downloaded documents in a
15 particular software family while purporting to act on behalf of customers who had no license to
16 any application for any product in that family. For example, in November 2008, Rimini Street
17 downloaded tens of thousands of documents from the PeopleSoft and JDE families of software
18 applications using the log-in credentials of a customer that had no license for any PeopleSoft
19 software and whose contracts for JDE software had expired years ago. This indicates that Rimini
20 Street made no attempt to limit its downloading to what was authorized for a given Oracle
21 customer. To the contrary, it engaged in indiscriminate downloading.

22 44. These are only examples. Rimini Street’s massive downloading totaled at
23 least 100,000 unauthorized files. It appears that Rimini Street sometimes performs downloads
24 from a customer’s IP address, and the author identification (*e.g.*, “Dennis Chiu”) or sign on (*e.g.*,
25 “rimini_street”) indicates that a Rimini Street employee actually performed the downloading. At
26 other times, neither the IP address nor the log-on credentials expressly identify Rimini Street, but
27 Rimini Street is in fact responsible for the unauthorized download. For example, there have been
28 occasions when unauthorized downloads were performed from an IP address of a customer listed

1 on Rimini Street's website, and the downloading purportedly done by that customer vastly
2 exceeded the customer's past usage and involves products to which the customer has no license.
3 On information and belief, Rimini Street performed those unauthorized downloads (or induced
4 the customer to do so).

5 45. Rimini Street's large-scale, unauthorized downloading has also damaged
6 Oracle's servers that contain the content of the Technical Support websites by causing them to
7 freeze, slow down, or become temporarily non-operational due to the scope of the downloading.
8 This impedes the functioning of Oracle's business, increases costs to Oracle of maintaining and
9 repairing the servers, and disrupts Oracle's ability to provide service to its customers.

10 46. Rimini Street has made a regular practice of downloading massive
11 numbers of materials from Oracle's Technical Support websites. Numerous Rimini Street
12 employees have been involved in the downloading. Ravin personally orchestrated, controlled,
13 and was an active participant in Rimini Street's massive downloading scheme. For example,
14 Ravin personally logged into Oracle's Technical Support website on behalf of a customer, using
15 a Rimini Street IP address, and downloaded over 5,000 documents and over 11,000 files
16 associated with those documents. Many of these files were not licensed by Rimini Street or by
17 the customer on whose behalf Ravin purported to act.

18 47. Rimini Street has admitted that it has engaged in large-scale downloading
19 that has damaged Oracle's servers. In November 2008 Oracle blocked access to a Rimini Street
20 IP address which had downloaded thousands of Software and Support Materials. Rimini Street
21 then complained to Oracle that "a manual methodology is not feasible" to download the sheer
22 number of documents Rimini Street was attempting to, "which is why we've had to employ our
23 methodology." The Rimini Street employee admitted that the mass downloading impeded the
24 performance of Oracle's servers: "I understand our current methodology creates issues with the
25 CPU utilization on Oracle's servers, and as such, you've had to block any access from our IP
26 addresses."

27 48. Oracle instructed Rimini to immediately cease this massive, indiscriminate
28 downloading. Rimini Street refused. Rimini Street, through its lawyers, confirmed that it had

1 “resort[ed] to automation tools as the only feasible way to try to identify, catalog, and download
2 such a large volume of Support Materials.” It complained that when Oracle is able to detect an
3 attempt to “download a substantial amount of Support Material items” in a volume that indicates
4 the use of automated tools – which violates Oracle’s Terms of Use – Oracle will then shut down
5 access to the associated IP address.

6 **D. Ravin Controlled Rimini Street’s Actions**

7 49. Prior to founding Rimini Street, Ravin managed SAP TN, and helped
8 create SAP TN’s illegal business model of making and using thousands of copies of Oracle’s
9 copyrighted software applications. In comparing Rimini Street and SAP TN, Ravin has admitted
10 that he is personally responsible for Rimini Street’s operations and business model and its
11 parallels to SAP TN: “There’s no way to separate [SAP TN and Rimini Street]. We look a lot
12 alike in areas because I did both. ... I designed the TomorrowNow service. I evolved it and
13 created a better service with Rimini Street.”

14 50. SAP TN has admitted that, during the time that Ravin was managing
15 SAP TN (under the supervision and control of SAP AG), SAP TN violated Oracle’s copyrights
16 and unlawfully accessed Oracle’s computers.

17 51. Rimini Street’s corporate filings with the Nevada Secretary of State
18 identify Ravin as Director, President, and Treasurer of Rimini Street. Indeed, Ravin holds all but
19 one of the officer positions – Secretary – identified in Rimini Street’s corporate filings.

20 52. In an Executive Summary included in one Rimini Street response to a
21 customer request for proposals in August 2008, Rimini Street described itself as “a next-
22 generation, independent third party support provider founded *and managed* by industry pioneer
23 Seth Ravin.” In the same response to the RFP, Rimini Street listed Ravin as one of only two
24 people authorized to make representations for Rimini Street.

25 53. Moreover, as discussed above, Ravin controlled Rimini Street’s massive
26 downloading scheme and was himself was an active participant, personally logging into
27 Oracle’s Technical Support website from a Rimini IP address, accessing materials that neither
28 he nor Rimini Street’s customer was authorized to access.

1 54. Ravin also personally signed contracts, on behalf of Rimini Street, in
 2 which Rimini Street committed to research, develop, and test updates and fixes to Oracle's
 3 products, including PeopleSoft products, at Rimini Street's business location, using Rimini
 4 Street's computer system hardware and software. Through his prior employment at PeopleSoft,
 5 Ravin is and was personally familiar with Oracle's license agreements and terms of use, and
 6 consequently knew that it was a violation of those agreements and terms to develop fixes and
 7 updates at Rimini's business on Rimini's computers, rather than at the business and on the
 8 computers of the Oracle licensee.

9 55. Ravin also controlled Rimini Street's contractual relationships with
 10 customers. For example, for at least some customers, Ravin was the sole person at Rimini
 11 Street with the power to amend, modify, or alter Rimini Street's contracts.

12 56. Ravin was personally and directly involved in marketing Rimini Street's
 13 services, in Rimini Street's responses to requests for proposals, and negotiating Rimini Street's
 14 contracts with customers.

15 **E. Rimini Street's Access Was Unauthorized**

16 57. Rimini Street's unauthorized access to, copying of, and use of Software
 17 and Support Materials and its customers' software releases, violated the terms of the Oracle
 18 customers' License Agreements and the Technical Support website Terms of Use. These terms
 19 included agreements:

- 20 • Not to access or use any portion of the Software, including updates, not expressly
 21 licensed and paid for by the Licensee;
- 22 • Not to directly or indirectly, sublicense, relicense, distribute, disclose, use, rent, or
 23 lease the software or documentation, or any portion thereof, for third party use, or
 24 third party training;
- 25 • Not to access the customer support system if not the customer's authorized and
 26 designated Oracle technical support contact;
- 27 • Not to use the materials on the support website except in support of the
 28 customer's authorized use of the Oracle programs for which the customer holds a

1 supported license from Oracle;

- 2 • That the customer username and password are for the customer's sole use in
- 3 accessing this support server;
- 4 • That the customer username and password may only be distributed to or used by
- 5 persons in the customer's organization who have a legitimate business purpose for
- 6 accessing the materials contained on the support server in furtherance of the
- 7 customer's relationship with Oracle;
- 8 • Not to impede the functioning or performance of the Technical Support website;
- 9 • Not to use automated mechanisms to perform downloads, such as robots or
- 10 crawlers; and
- 11 • That the materials on the support website are confidential information subject to
- 12 existing confidentiality agreements.

13 58. Rimini Street and Ravin have intimate familiarity with these important
 14 restrictions and conditions relating to Oracle's Software and Support Materials. Of Rimini
 15 Street's ten-member management team, seven list prior employment experience with PeopleSoft,
 16 Siebel, or Oracle. In addition, other Rimini Street managers and employees claim to have years
 17 of experience providing support services for PeopleSoft software. In short, Rimini Street cannot
 18 credibly claim ignorance of Oracle's access rules. Indeed, in the public statements quoted above,
 19 Ravin has demonstrated his close reading of Oracle's allegations against SAP, has confirmed his
 20 awareness of Oracle's access rules, and has admitted that Rimini Street must comply with those
 21 rules.

22 59. Notwithstanding Rimini Street's knowledge of Oracle's license
 23 agreements with its customers, the support website terms of use, and the confidential,
 24 proprietary, and copyrighted nature of Oracle's Software and Support Materials, Rimini Street
 25 accessed and downloaded the Software and Support Materials when it either had no legitimate
 26 basis to access Oracle's restricted website, or in a way that grossly violated the limited access
 27 rights it did have. Further, the scope of the downloaded Software and Support Materials – across
 28 multiple libraries in multiple lines of business – for customers that had no license to take, or need

for, those products, suggests that Rimini Street took the Software and Support Materials to stockpile a library to support its present and prospective customers.

60. To the extent Rimini Street had any legitimate basis to access Oracle's site as a contract consultant for a customer with current licensed support rights, it committed to abide by the same license obligations and usage terms and conditions applicable to licensed customers. Indeed, anyone accessing such Software and Support Materials on the Oracle support website must agree to Oracle's terms and conditions, which restrict access to support only for products that a company has licensed, and impose strict confidentiality requirements. Rimini Street reviewed and agreed to the terms and conditions on Oracle's support website before proceeding, and therefore committed its theft knowingly and intentionally, and in conscious disregard of Oracle's copyrights and other protected intellectual property, contractual restrictions on the use of its intellectual property, and the integrity of its computer systems.

F. Oracle's Software And Support Materials Are Registered With The Copyright Office

61. The Software and Support Materials and software applications that Rimini Street downloaded from Oracle's systems included numerous works that are protected under the Federal Copyright Act, 17 U.S.C. §§ 101 *et seq.* These protected works are original works of authorship, owned by Oracle. Defendants' acts violated Oracle's exclusive rights to reproduce, create derivative works, publish, publicly display, offer for sale, and distribute (collectively, "copy") these works. Defendants' acts were willful and intentional and constitute both direct and indirect copyright infringement under the Federal Copyright Act, 17 U.S.C. §§ 101 *et seq.*

62. The massive nature of the illicit downloads by Rimini Street make it impossible to detail comprehensively each copyright violation in this Complaint. However, Oracle has more than 100 certificates of registration from the Register of Copyrights that cover a wide range of Software and Support Materials copied by Rimini Street. Collectively, these registrations cover thousands of unlicensed Software and Support materials unlawfully copied by Rimini Street.

G. Defendants Conspired With And Aided And Abetted Each Other

63. Defendants willfully, intentionally, and knowingly agreed and conspired with each other to engage in the alleged wrongful conduct, including Defendants' copyright infringement, interference with Oracle's business relationships and other unfair business practices, as well as Defendants' trespass on, and computer fraud concerning the Software and Support Materials.

64. Defendants did the acts alleged pursuant to, and in furtherance of, that agreement and/or furthered the conspiracy by cooperating, encouraging, ratifying, or adopting the acts of the others.

65. As a direct and proximate result of the acts in furtherance of the conspiracy, Oracle has suffered injury, damage, loss, and harm, including, but not limited to, loss of profits from sales to current and potential customers of Oracle support services and licenses for Oracle's software programs. The wrongful conduct committed pursuant to the conspiracy was a substantial factor in causing this harm.

66. Defendants also had full knowledge of or should have reasonably known of the true nature of the wrongful conduct of each other Defendant, and aided and abetted such wrongful conduct, including copyright infringement, and other unfair business practices, as well as Defendants' trespass on, and computer fraud concerning the copyrighted Software and Support Materials, by providing substantial assistance and/or encouraging the others to act.

67. Defendants also aided and abetted the described wrongful conduct of the other Defendants by giving substantial assistance and/or encouragement that, separately considered, was wrongful in and of itself.

68. As a direct and proximate result of the aiding and abetting of these acts, Oracle has suffered injury, damage, loss, and harm, including, but not limited to, loss of profits from sales to current and potential customers of Oracle support services and licenses to Oracle software programs. The wrongful conduct aided and abetted by the Defendants was a substantial factor in causing this harm.

69. Defendants' intentional agreement to commit, and commission of, these

wrongful acts, and aiding and abetting of these wrongful acts, was willful, malicious, oppressive, and in conscious disregard of Oracle's rights, and Oracle is therefore entitled to an award of punitive damages to punish their wrongful conduct and deter future wrongful conduct.

First Claim for Relief

Copyright Infringement

(By OIC Against All Defendants)

70. OIC incorporates by reference each of the allegations in the preceding paragraphs of this Complaint as though fully set forth here, including without limitation Paragraphs 4-16, 26-28, 39-57, and 60-62.

71. OIC owns a valid and enforceable copyright in, or an exclusive license to, all of its software applications and Software and Support Materials, which are creative works of original authorship. OIC has pre-existing, or has obtained from the Register of Copyrights, Certificates of Registration that cover many of the software applications and Software and Support Materials taken and copied by Rimini Street.³

72. OIC has also obtained, through transfer agreements, all rights, title, and interest in registered and unregistered copyrights formerly owned by certain PeopleSoft, JDE, and Siebel entities.

73. OIC owned exclusive rights to each of the copyrights at issue in this case at a point in time during which Defendants infringed those exclusive rights.

74. Defendants have infringed copyrights in Oracle software applications and Software and Support Materials, including the software applications and Software and Support Materials covered by these certificates. These certificates are identified, dated, and numbered as follows:

Title of Work	Date of Registration	Registration Number
Shop Floor Control program	March 7, 1995	TXu 619-303
EDI Interface (6) program	March 7, 1995	TXu 619-304

³ Oracle reserves the right to further amend the First Amended Complaint in the event it obtains additional copyright registrations for Software and Support Materials taken and copied by Rimini Street beyond the registrations it has already.

1	Configuration Management program	March 7, 1995	TXu 619-305
	Master Production Scheduling program	March 7, 1995	TXu 619-306
2	Capacity Requirements Planning program	March 7, 1995	TXu 619-307
	WorldCASE Development Environment program	March 7, 1995	TXu 619-308
3	Equipment Management (5) program	March 7, 1995	TXu 619-309
	General Ledger & Basic Financial program	March 7, 1995	TXu 619-310
4	Enterprise Facility Planning program	March 7, 1995	TXu 619-311
	Accounts Receivable program	March 7, 1995	TXu 619-312
5	Warehouse Management program	March 7, 1995	TXu 619-313
	Inventory Management program	March 7, 1995	TXu 619-314
6	Sales Order Processing/Sales Analysis program	March 7, 1995	TXu 619-315
	Purchase Order Processing program	March 7, 1995	TXu 619-316
7	Product Data Management program	March 7, 1995	TXu 619-317
	Financial Reporting (FASTR) program	March 7, 1995	TXu 619-318
8	WorldCASE Foundation Environment (3) program	March 7, 1995	TXu 619-319
9	Accounts Payable program	March 7, 1995	TXu 619-320
10	Financial Modeling, Budgeting & Allocations program	March 7, 1995	TXu 619-321
11	PeopleSoft 7.0 financials, distribution & manufacturing 7.0	December 15, 1998	TX 4-792-576
12	PeopleSoft HRMS 7.0	December 15 1998	TX 4-792-577
	PeopleSoft HRMS 7.5	December 15, 1998	TX 4-792-575
13	PeopleSoft Financials, Distribution & Manufacturing 7.5	December 15, 1998	TX 4-792-574
14	PeopleSoft Benefits Administration 7.50	June 14, 1999	TX 5-072-090
15	PeopleSoft Benefits Administration 7.0	June 15, 1999	TX 4-258-824
	PeopleSoft Payroll Interface 7.50	June 21, 1999	TX 3-772-292
16	PeopleSoft Pension Administration 7	June 21, 1999	TX 3-772-290
	PeopleSoft Pension Administration 7.50	June 21, 1999	TX 3-772-291
17	PeopleSoft Payroll 7	June 22, 1999	TX 4-501-140
	PeopleSoft Payroll Interface 7	June 22, 1999	TX 4-501-138
18	PeopleSoft Human Resources 7	June 28, 1999	TX 4-994-865
	PeopleSoft Human Resources 7.50	June 28, 1999	TX 5-013-123
19	PeopleSoft Payroll 7.50	June 28, 1999	TX 5-013-125
	PeopleSoft Payroll Interface 7 Higher Education	June 28, 1999	TX 5-013-124
20	PeopleSoft Time and Labor 7	June 28, 1999	TX 5-013-128
21	PeopleSoft Time and Labor 7.0	June 28, 1999	TX 4-994-866
	PeopleSoft Time and Labor 7.50	June 28, 1999	TX 4-994-867
22	PeopleSoft HRMS 8.0	November 20, 2000	TX 5-291-440
	PeopleSoft Financials and Supply Chain Management (FIN/SCM) 8.0	November 20, 2000	TX 5-291-439
23	PeopleSoft 8 HRMS SP1	March 26, 2001	TX 5-501-312
24	PeopleSoft 8 FIN/SCM SP1	March 26, 2001	TX 5-501-313
	PeopleSoft 8 EPM SP3	March 30, 2001	TX 5-345-698
25	PeopleSoft 8 Customer Relationship Management	September 27, 2001	TX-5-456-777
26	PeopleSoft 8 Financials and Supply Chain Management: Service Pack 2	September 27, 2001	TX-5-456-780
27	PeopleSoft 8 Student Administration Solutions	November 30, 2001	TX 5-431-289
28	PeopleSoft 8.3 HRMS	February 1, 2002	TX 5-469-032

1	PeopleSoft 8.3 Enterprise Performance Management	March 11, 2002	TX 5-485-839
2	PeopleSoft 8.1 Customer Relationship Management	March 20, 2002	TX 5-493-450
3	PeopleSoft 8.4 Financials and Supply Chain Management	August 5, 2002	TX-5-586-247
4	PeopleSoft 8.8 HRMS	June 11, 2004	TX 6-093-947
5	PeopleSoft 8.8 Customer Relationship Management	June 11, 2004	TX 6-015-317
6	PeopleSoft 8.8 Enterprise Performance Management	June 11, 2004	TX-5-993-616
7	Initial release of JDE EnterpriseOne XE	April 26, 2007	TX 6-541-033
8	Cumulative Update 8 for JDE EnterpriseOne Xe	April 26, 2007	TX 6-541-048
9	Initial release of JDE EnterpriseOne 8.0	April 26, 2007	TX 6-541-050
10	Cumulative Update 1 for JDE EnterpriseOne 8.0	April 26, 2007	TX 6-541-034
11	Initial release of JDE EnterpriseOne 8.9	April 26, 2007	TX 6-541-049
12	Initial release of JDE EnterpriseOne 8.10	April 26, 2007	TX 6-541-038
13	Cumulative Update 2 for JDE EnterpriseOne 8.10	April 26, 2007	TX 6-541-032
14	Initial release of JDE EnterpriseOne 8.11	April 26, 2007	TX 6-541-028
15	Initial release of JDE EnterpriseOne 8.11 SP1	April 26, 2007	TX 6-541-040
16	ESU for JDE EnterpriseOne 8.11 SP1	April 26, 2007	TX 6-541-027
17	Cumulative Update 1 for JDE EnterpriseOne 8.11 SP1	April 26, 2007	TX 6-541-039
18	Initial release of JDE EnterpriseOne 8.12	April 26, 2007	TX 6-541-041
19	ESU for JDE EnterpriseOne 8.12	April 26, 2007	TX 6-541-045
20	Cumulative Update 1 for JDE EnterpriseOne 8.12	April 26, 2007	TX 6-541-042
21	Initial release of JDE World A7.3	April 26, 2007	TX 6-541-029
22	Cumulative Update 16 for JDE World A7.3	April 26, 2007	TX 6-541-031
23	Initial release of JDE World A8.1	April 26, 2007	TX 6-541-047
24	Code Change for JDE World A8.1	April 26, 2007	TX 6-541-044
25	Initial release of JDE World A9.1	April 26, 2007	TX 6-541-030
26	Cumulative Update 6 for JDE World A8.1	May 1, 2007	TX 6-545-421
27	Siebel 6.3 Initial Release and Documentation	June 29, 2009	TX 6-941-989
28	Siebel 7.0.5 Initial Release and Documentation	June 29, 2009	TX 6-941-988
29	Siebel 7.5.2 Initial Release and Documentation	June 29, 2009	TX 6-941-990
30	Siebel 7.7.1 Initial Release and Documentation	June 29, 2009	TX 6-941-993
31	Siebel 7.8 Initial Release and Documentation	June 29, 2009	TX 6-941-995
32	Siebel 8.0 Initial Release and Documentation	June 29, 2009	TX 6-942-000
33	Siebel 8.1.1 Initial Release and Documentation	June 29, 2009	TX 6-942-001
34	Database of Documentary Customer Support Materials for PeopleSoft Software	July 1, 2009	TXu1-607-454
35	Database of Documentary Customer Support Materials for J.D. Edwards Software	July 1, 2009	TXu1-607-455
36	Database of Documentary Customer Support Materials for Siebel Software	July 1, 2009	TXu1-607-453
37	Cumulative Update 3 for JDE EnterpriseOne 8.12	January 15, 2010	TX-7-041-278
38	Initial release of JDE EnterpriseOne 9.0	January 15, 2010	TX 7-041-256

1	Cumulative Update 1 for JDE EnterpriseOne 9.0	January 15, 2010	TX 7-041-267
2	Initial release of JDE World A9.2	January 15, 2010	TX 7-041-290
3	PeopleSoft HRMS 8.8 SP1	February 10, 2010	TX 7-065-376
4	PeopleSoft HRMS 8.9	February 10, 2010	TX 7-065-381
5	PeopleSoft HRMS 9.0	February 10, 2010	TX 7-065-386
6	PeopleSoft HRMS 9.1	February 10, 2010	TX 7-065-398
7	PeopleSoft Customer Relationship Management 8.8 SP1	February 10, 2010	TX 7-063-664
8	PeopleSoft Customer Relationship Management 8.9	February 10, 2010	TX 7-063-668
9	PeopleSoft Customer Relationship Management 9.0	February 10, 2010	TX 7-065-371
10	PeopleSoft Customer Relationship Management 9.1	February 10, 2010	TX 7-065-653
11	PeopleSoft Financials and Supply Chain Management 8.8	February 10, 2010	TX 7-063-688
12	PeopleSoft Enterprise Performance Management 8.8 SP2	February 10, 2010	TX 7-063-683
13	PeopleSoft Enterprise Performance Management 8.9	February 10, 2010	TX 7-063-672
14	PeopleSoft Enterprise Performance Management 9.0	February 10, 2010	TX 7-063-679
15	PeopleSoft Financials and Supply Chain Management 8.8 SP1	February 11, 2010	TX 7-065-319
16	PeopleSoft Financials and Supply Chain Management 8.9	February 11, 2010	TX 7-065-332
17	PeopleSoft Financials and Supply Chain Management 9.0	February 11, 2010	TX 7-065-354
18	PeopleSoft Financials and Supply Chain Management 9.1	February 11, 2010	TX 7-065-357
19	PeopleSoft Student Administration Solutions 8.0 SP1	February 24, 2010	TX 7-077-447
20	PeopleSoft Campus Solutions 8.9	February 24, 2010	TX 7-077-451
21	PeopleSoft Campus Solutions 9.0	February 24, 2010	TX 7-077-460

24
25 75. These registrations generally cover, but are not limited to, numerous
26 versions of Oracle software, including the updates, patches, and fixes incorporated in each
27 relevant version, service packs of Oracle updates, patches and fixes, and individual exemplar
28 Software and Support Materials, including certain Oracle knowledge management solutions and

1 certain Oracle updates, patches, and fixes, all of which Rimini Street and Ravin copied without a
2 license.

3 76. Through the acts alleged above, Defendants have violated the exclusive
4 rights of OIC to reproduce and make copies of their copyrighted Software and Support Materials,
5 including materials covered by the registrations listed above by, among other things,
6 downloading (copying) Oracle's copyrighted Software and Support Materials onto its computers
7 in violation of 17 U.S.C. § 106, repeatedly copying entire releases of Oracle's software, and
8 related documentation, to Rimini Street's own local systems, without authorization or license and
9 creating unlicensed works derived from these copies.

10 77. Defendants have also violated the exclusive rights of OIC to control the
11 distribution, creation of derivative works and public display of copyrighted works by
12 downloading, copying, creating derivative works from and/or distributing Oracle's Software and
13 Support Materials and/or derivative works to Defendants' customers, via posting to its website,
14 by electronic mail, through file transfer protocol, or otherwise, in violation of 17 U.S.C. § 106.

15 78. Defendants were not authorized to copy, download, reproduce, create
16 derivative works from, distribute, or publicly display Oracle's copyrighted software applications
17 and Software and Support Materials except as authorized by and in support of a specific licensed
18 customer, using only (in the case of Software and Support Materials) that licensed customer's
19 log-in credentials, and with respect only to Software and Support Materials for which that
20 customer had a current right to have and use.

21 79. In addition to directly infringing the exclusive rights of OIC, Defendants
22 have contributorily and/or vicariously infringed the exclusive rights of OIC in the Software and
23 Support Materials by controlling, directing, intentionally encouraging, inducing, or materially
24 contributing to the copying, distribution, public display, or creation of derivative works from
25 Oracle's copyrighted software applications and Software and Support Materials. Defendants
26 also obtained a direct financial benefit from the above alleged infringing activities while
27 declining to exercise their right to stop it or limit it.

28 80. Defendants knew or should have known that copying, distributing,

publicly displaying, and creating derivative works of and from Oracle Software and Support Materials, which Defendants copied in the name of customers who had no license to copy, distribute, publicly display, or create derivative works from those materials, infringed the exclusive rights of OIC in those materials.

81. OIC is entitled to damages in an amount to be proven at trial, including profits attributable to the infringement not taken into account in computing actual damages under 17 U.S.C. § 504(b). OIC is entitled to statutory damages under 17 U.S.C. § 504(c) based on Defendants' infringements after the dates of copyright registration.

82. Defendants' infringement of the exclusive rights of OIC has also caused OIC irreparable injury. Unless restrained and enjoined, Defendants will continue to commit such acts. OIC's remedies at law are not adequate to compensate it for these inflicted and threatened injuries, entitling it to remedies, including injunctive relief as provided by 17 U.S.C. § 502, and an order impounding or destroying any and all infringing materials pursuant to 17 U.S.C. § 503.

Second Claim for Relief

Violation of Federal Computer Fraud and Abuse Act

(18 U.S.C. §§ 1030(a)(2)(C), (a)(4) & (a)(5))

(By Oracle America and OIC Against All Defendants)

83. Oracle America and OIC incorporate by reference each of the allegations in the preceding paragraphs of this Complaint as though fully set forth here, including without limitation Paragraphs 4-16, 26-32, and 39-60.

84. Oracle's Technical Support website allows access to certain of Oracle America's computers, computer systems, and computer networks, which are protected computers within the meaning of 18 U.S.C. § 1030(e)(2). Those computers, computer systems, and computer networks are data storage facilities directly related to and operating in conjunction with Oracle's computers, which are used in and affect interstate and foreign commerce, including by providing access to worldwide communications through applications accessible through the Internet.

85. Defendants have violated the Computer Fraud and Abuse Act, 18 U.S.C.

1 § 1030(a)(2)(C), by intentionally accessing Oracle's Technical Support website, without
2 authorization or by exceeding authorized access, and by obtaining information, including
3 Oracle's Software and Support Materials, from Oracle's Technical Support website.

4 86. Defendants have violated the Computer Fraud and Abuse Act, 18 U.S.C.
5 § 1030(a)(4), by knowingly, and with intent to defraud Oracle America or OIC, accessing
6 Oracle's Technical Support website, without authorization or by exceeding authorized access,
7 and by means of such conduct furthered the intended fraud and obtained one or more things of
8 value, including, but not limited, to Oracle's Software and Support Materials.

9 87. Defendants have violated the Computer Fraud and Abuse Act, 18 U.S.C.
10 § 1030(a)(5)(A)(i), by knowingly causing the transmission of robots and crawlers to engage in
11 the massive downloading of Oracle's Software and Support Materials from Oracle's Technical
12 Support website, and as a result intentionally causing damage to Oracle America's computers
13 without authorization. Defendants knowingly transmitted robots and crawlers capable of
14 freezing, slowing down, or rendering temporarily non-operational Oracle's Technical Support
15 website.

16 88. Defendants have violated the Computer Fraud and Abuse Act, 18 U.S.C. §
17 1030(a)(5)(A)(ii) and (iii) by intentionally accessing Oracle's Technical Support website without
18 authorization, and causing damage to Oracle America or OIC, recklessly or without due regard
19 for their actions.

20 89. Oracle America and OIC have suffered damage and loss, including,
21 without limitation, (i) impairment to the integrity and availability of Oracle's Technical Support
22 website, which froze, slowed down, or became temporarily non-operational as a result of
23 Defendants' actions, including Defendants' massive downloading of Oracle's Software and
24 Support Materials; (ii) the cost of responding to Defendants' actions, conducting a damage
25 assessment, and restoring data, programs, systems, and information to their condition prior to
26 Defendants' actions; and (iii) revenue lost, cost incurred, and other consequential damages
27 resulting from Defendants' actions. Oracle America and OIC have suffered losses and damage
28 in an amount to be proved at trial, but, in any event, in an amount well over \$5,000 aggregated

1 over a one-year period.

2 90. Defendants' unlawful access to and theft from Oracle America's
3 computers have caused Oracle America and OIC irreparable injury. Unless restrained and
4 enjoined, Defendants will continue to commit such acts. Oracle America's and OIC's remedies
5 at law are not adequate to compensate them for these inflicted and threatened injuries, entitling
6 Oracle America and OIC to remedies including injunctive relief as provided by 18 U.S.C. §
7 1030(g).

8 **Third Claim for Relief**

9 **Computer Data Access and Fraud Act – Cal. Penal Code § 502**

10 (By Oracle America and OIC Against All Defendants)

11 91. Oracle America and OIC incorporate by reference each of the allegations
12 in Paragraphs 1 through 60 and 63 through 69 of this Complaint as though fully set forth here,
13 including without limitation Paragraphs 4-16, 26-32, 39-60, and 84-90.

14 92. Defendants have violated California Penal Code § 502(c)(2) by knowingly
15 accessing and without permission, taking, copying, and making use of Oracle's Software and
16 Support materials and other data from Oracle's Technical Support website.

17 93. Defendants have violated California Penal Code § 502(c)(3) by knowingly
18 and without permission using or causing Oracle's customers to use Oracle's computer services,
19 including Oracle's Technical Support website.

20 94. Defendants have violated California Penal Code § 502(c)(6) by knowingly
21 and without permission providing, or assisting in providing, a means of accessing Oracle
22 America's computers, computer systems, and/or computer networks, including Oracle's
23 Technical Support website.

24 95. Defendants have violated California Penal Code § 502(c)(7) by knowingly
25 and without permission accessing, or causing to be accessed, Oracle America's computers,
26 computer systems, and/or computer networks, including Oracle's Technical support website.

27 96. Oracle America or OIC own certain data that comprises Software and
28 Support Materials obtained by Defendants as alleged above.

97. As a direct and proximate result of Defendants' unlawful conduct within the meaning of California Penal Code § 502, Defendants have caused damage to Oracle America and OIC in the form of, among other things, expenditures reasonably and necessarily incurred to verify that Oracle's computers, computer systems, and/or computer networks, or data, was not damaged, altered, or deleted by Defendants' access, in an amount to be proven at trial.

98. Oracle America and OIC are also entitled to recover their reasonable attorneys' fees pursuant to California Penal Code § 502(e).

99. Oracle America and OIC are informed and believe that the aforementioned acts of the Defendants were willful and malicious in that Defendants' acts described above were done with the deliberate intent to injure Oracle America's and OIC's business and improve their own. Oracle America and OIC are therefore entitled to punitive damages. Oracle America and OIC have also suffered irreparable injury from these acts, and due to the continuing threat of such injury, have no adequate remedy at law, entitling Oracle America and OIC to injunctive relief.

Fourth Claim for Relief

Nevada Rev. Stat. 205.4765

(By Oracle America and OIC Against All Defendants)

100. Oracle America and OIC incorporate by reference each of the allegations in Paragraphs 1-60, 63-69, and 83-99 of this Complaint as though fully set forth here, including without limitation Paragraphs 4-16, 26-32, 39-60, and 84-99.

101. At least some of Defendants’ unlawful conduct, described above, occurred at Rimini Street’s operations in Nevada. Accordingly, Oracle pleads this claim in the alternative, to the extent the Court may determine that NRS 205.4765 applies to such conduct in Nevada instead of California Penal Code § 502 (Third Claim for Relief).

102. Defendants have violated NRS 205.4765(1) by knowingly, willfully and without authorization using, transferring, taking, retaining possession of, copying, obtaining or attempting to obtain access to data, programs, and supporting documents, including Oracle's Software and Support materials, that exist inside or outside Oracle America's computers,

1 computer systems, and/or computer networks, including Oracle's Technical Support website.

2 103. Defendants have violated NRS 205.4765(2) by knowingly, willfully and
3 without authorization using, damaging, obtaining or attempting to obtain access to equipment or
4 supplies that are used or intended to be used in Oracle America's computers, computer systems
5 and/or computer networks, including Oracle's Technical Support website.

6 104. Defendants have violated NRS 205.4765(3) by knowingly, willfully and
7 without authorization using, damaging, obtaining or attempting to obtain access to Oracle
8 America's computers, computer systems and/or computer networks, including Oracle's
9 Technical Support website.

10 105. Defendants have violated NRS 205.4765(4) by knowingly, willfully and
11 without authorization using devices, including robots and crawlers, to access Oracle's Technical
12 Support website and Oracle's computers.

13 106. Oracle America or OIC own certain data that comprises Software and
14 Support Materials obtained by Defendants as alleged above.

15 107. As a direct and proximate result of Defendants' unlawful conduct within
16 the meaning of NRS 205.4765, Defendants have caused damage to Oracle America and OIC in
17 an amount to be proven at trial. Oracle America and OIC are also entitled to recover their
18 reasonable attorneys' fees pursuant to NRS 205.511(1)(c).

19 108. Oracle America and OIC are informed and believe that the aforementioned
20 acts of the Defendants were willful and malicious in that Defendants' acts described above were
21 done with the deliberate intent to injure Oracle America's and OIC's business and improve their
22 own. Oracle America and OIC are therefore entitled to punitive damages under NRS
23 205.511(1)(b).

24 109. Oracle America and OIC have also suffered irreparable injury from these
25 acts, and due to the continuing threat of such injury, have no adequate remedy at law, entitling
26 Oracle America and OIC to injunctive relief.

Fifth Claim for Relief

Breach of Contract

(By Oracle America Against All Defendants)

110. Oracle America incorporates by reference each of the allegations in Paragraphs 1-60, 63-69, and 84-109 of this Complaint as though fully set forth here, including without limitation Paragraphs 7-14, 26-32, and 39-60.

111. Defendants agreed to be bound by the licenses and Terms of Use on Oracle's customer support websites, including the Metalink 3 Terms of Use and Oracle Web's Terms of Use, when Defendants accessed or downloaded Software and Support Materials from Oracle's customer support websites.

112. Oracle America has performed all conditions, covenants, and promises required on its part to be performed in accordance with the terms and conditions of Oracle's customer support websites' Terms of Use, including the Metalink 3 Terms of Use and Oracle Web's Terms of Use.

113. Defendants have breached Oracle's customer support websites' Terms of Use, including the Metalink 3 Terms of Use and Oracle Web's Terms of Use by, among other things:

- Accessing Software and Support Materials not expressly licensed to and/or paid for by Defendants or the customers in whose name Defendants accessed Oracle's customer support websites and took the Software and Support Materials;
- Accessing the content available through Oracle's customer support websites, in the form of the Software and Support Materials, without being an authorized and designated Oracle technical support contact;
- Using the Software and Support Materials other than in support of a customer's authorized use of Oracle software for which a customer holds a supported license from Oracle;
- Using the Software and Support Materials without a legitimate business purpose;

- 1 • Using automated mechanisms to perform downloads from the Technical Support
- 2 website, such as robots or crawlers, and using other methods of downloading that
- 3 impede the functioning or performance of the Technical Support website;
- 4 • Using the Software and Support Materials in ways other than the furtherance of a
- 5 relationship with Oracle; and,
- 6 • Accessing or using Software and Support Materials other than for personal,
- 7 informational or non-commercial purposes.

8 114. As a result of Defendants' breach of Oracle's customer support websites'

9 Terms of Use, including the Metalink 3 Terms of Use and Oracle Web's Terms of Use,

10 Defendants have caused damage to Oracle America in an amount to be proven at trial.

11 **Sixth Claim for Relief**

12 **Inducing Breach of Contract**

13 (By Oracle America Against All Defendants)

14 115. Oracle America incorporates by reference each of the allegations in

15 Paragraphs 1-60, 63-69, and 84-114 of this Complaint as though fully set forth here, including

16 without limitation Paragraphs 7-14, 26-32, 39-60, and 110-114.

17 116. Oracle America's customers agreed to be bound by the licenses and/or

18 Terms of Use on Oracle's customer support websites, including the Metalink 3 Terms of Use and

19 Oracle Web's Terms of Use, when they or anyone acting on their behalf accessed or downloaded

20 Software and Support Materials from Oracle's customer support websites. Oracle America's

21 licenses and/or Terms of Use on Oracle's customer support websites, including the Metalink 3

22 Terms of Use and Oracle Web's Terms of Use, are valid contracts. Defendants had knowledge

23 of the existence of these contracts at all relevant times.

24 117. Oracle America has performed all conditions, covenants, and promises

25 required on its part to be performed in accordance with the licenses and/or Terms of Use on

26 Oracle's customer support websites, including the Metalink 3 Terms of Use and Oracle Web's

27 Terms of Use.

28 118. Defendants induced Oracle's customers to breach these contracts by

engaging in the independently wrongful acts alleged herein, including violations of state and federal laws. These independently wrongful acts caused Oracle's customers to be in breach of the Terms of Use on Oracle's customer support websites, including the Metalink 3 Terms of Use and Oracle Web's Terms of Use. Defendants acted with the desire to interfere with the contracts in order to obtain an unfair competitive advantage and/or with the knowledge that such interference was certain or substantially certain to occur as a result of their acts.

119. As a result of Defendants' inducing Oracle America's customers to breach the Terms of Use on Oracle's customer support websites, including the Metalink 3 Terms of Use and Oracle Web's Terms of Use, Defendants have caused damage to Oracle America in an amount to be proven at trial. Oracle's customers would have otherwise performed on the contracts were it not for Defendants' acts inducing Oracle's customers to breach them.

120. Defendants acted with oppression and malice in inducing Oracle America's customers to breach the Terms of Use on Oracle's customer support websites, including the Metalink 3 Terms of Use and Oracle Web's Terms of Use, and Oracle America is therefore entitled to an award of punitive damages to punish Defendants' wrongful conduct and deter future wrongful conduct.

Seventh Claim for Relief

Intentional Interference With Prospective Economic Advantage

(By Oracle America and OIC Against All Defendants)

121. Oracle America and OIC incorporate by reference each of the allegations in Paragraphs 1-60, 63-69, and 84-120 of this Complaint as though fully set forth here, including without limitation Paragraphs 4-14, 26-32, 39-60, and 110-120.

122. Oracle America and OIC have and had an expectancy in continuing and advantageous economic relationships with current and prospective purchasers and licensees of Oracle's support services and software, which are conducted through Oracle America and OIC.

123. These relationships contained the probability of future economic benefit in the form of profitable support service contracts and software licenses. Had Defendants refrained from engaging in the unlawful and wrongful conduct described herein, there is a substantial

1 probability that support customers of Oracle America and OIC would have initiated, renewed, or
 2 expanded their support contracts and software licenses with those Oracle entities, rather than
 3 with Defendants.

4 124. Defendants were aware of these economic relationships and intended to
 5 interfere with and disrupt them by wrongfully:

- 6 • gaining unauthorized access to Oracle America's computer systems through
 7 Oracle's password-protected customer support websites in violation of the
 8 agreements governing such access;
- 9 • gaining unauthorized access to the Software and Support Materials available on
 10 Oracle America's computer systems through Oracle's customer support websites,
 11 in violation of the agreements governing such access, including by using log-in
 12 credentials of customers with no right or license to the Software and Support
 13 Materials taken by Defendants;
- 14 • breaching the agreements governing access to, and use of, the websites and the
 15 Software and Support Materials available through it;
- 16 • luring Oracle America's and OIC's current and prospective customers by making
 17 promotional and marketing statements regarding Defendants' ability to provide
 18 support services for Oracle software that were only possible because of
 19 Defendants' improper access to, and taking from, Oracle America's computer
 20 systems through Oracle's customer support websites;
- 21 • using information learned through the improper access to, and taking from, Oracle
 22 America's computer systems through Oracle's customer support websites to
 23 provide support services to Defendants' customers;
- 24 • gaining unauthorized access to Oracle's software releases through deceptive
 25 representations to Oracle America's and OIC's customers, causing customers to
 26 breach their license agreements with Oracle.

27 125. Defendants' conduct was wrongful by a measure beyond the fact of the
 28 interference itself. Defendants gained unauthorized access to Oracle America's computer

1 systems through Oracle America's password-protected customer support websites, breached the
2 agreements governing access to, and use of, Oracle's customer support websites and the
3 Software and Support Materials available through Oracle's customer support websites, and
4 wrongfully used the property found there to advertise their services, and otherwise obtain and
5 retain the current and prospective clients of Oracle America and OIC.

6 126. This conduct, as alleged above, constitutes violations of numerous state
7 and federal statutes and codes, including, but not limited to, violation of the Federal Computer
8 Fraud and Abuse Act, 18 U.S.C. § 1030 *et seq.*, unauthorized access to computers, NRS
9 205.4765, Cal. Penal Code § 502, receipt of stolen property, Cal. Penal Code § 496, wire fraud,
10 18 U.S.C. § 1343, violation of RICO, 18 U.S.C. § 1962, fraud and related activity in connection
11 with an access device, 18 U.S.C. § 1029, and violation of the Stored Communications Act, 18
12 U.S.C. §§ 2701-11. Defendants' conduct also constitutes trespass to chattels and breach of
13 contract, and entitles Oracle America and OIC to restitution for unjust enrichment.

14 127. As a result of Defendants' acts, the above-described relationships have
15 been actually disrupted, causing certain current and prospective support customers to contract
16 with Defendants instead of with Oracle America and OIC for those customers' software support
17 and maintenance and, in some cases, for their enterprise software.

18 128. As a direct and proximate result of Defendants' actions, Oracle America
19 and OIC have suffered economic harm, including, but not limited to, loss of profits from sales or
20 licenses to current and potential customers of support services and enterprise software programs.
21 Defendants' wrongful conduct was a substantial factor in causing this harm.

22 129. Unless Defendants are restrained by appropriate injunctive relief, their
23 actions are likely to recur and will cause Oracle America and OIC irreparable injury for which
24 there is no adequate remedy at law.

25 130. Defendants' interference with Oracle America's and OIC's prospective
26 economic advantage with its current and future customers, as described above, was willful,
27 malicious, oppressive, and in conscious disregard of Oracle America's and OIC's rights, and
28 Oracle America and OIC are therefore entitled to an award of punitive damages to punish

Defendants' wrongful conduct and deter future wrongful conduct.

Eighth Claim for Relief

Negligent Interference With Prospective Economic Advantage

(By Oracle America and OIC Against All Defendants)

131. Oracle America and OIC incorporate by reference each of the allegations in Paragraphs 1-60, 63-69, and 84-130 of this Complaint as though fully set forth here, including without limitation Paragraphs 4-14, 26-32, 39-56, and 110-130.

132. As alleged in paragraph 112, Oracle America and OIC have and had an expectancy in continuing and advantageous economic relationships with current and prospective purchasers and licensees of Oracle's support services and software, which are conducted through Oracle America and OIC.

133. These relationships contained the probability of future economic benefit in the form of profitable support service contracts and enterprise software licenses. Had Defendants refrained from engaging in the unlawful and wrongful conduct described in this complaint, there is a substantial probability that the support customers of Oracle America and OIC would have initiated, renewed, or expanded support contracts and enterprise software licenses with Oracle America and OIC, rather than with Defendants.

134. Defendants knew or should have known about the economic relationship, described above, and knew or should have known that these relationships would be interfered with and disrupted if Defendants failed to act with reasonable care in their access of Oracle's customer support websites and use of Oracle's Software and Support Materials. Defendants failed to act with reasonable care. Instead, they:

- gained unauthorized access to Oracle America's computer systems through Oracle America's password-protected customer support websites in violation of the agreements governing such access;
- gained unauthorized access to the Software and Support Materials available on Oracle America's computer systems through Oracle's customer support websites, in violation of the agreements governing such

- access, including by using log-in credentials of customers with no right or license to the Software and Support Materials taken by Defendants;
- breached the agreements governing access to, and use of, the websites and the Software and Support Materials available through it;
- lured Oracle America's and OIC's current and prospective customers by making promotional and marketing statements regarding Defendants' ability to provide support services for Oracle software that were only possible because of Defendants' improper access to, and taking from, Oracle America's computer systems through Oracle's customer support websites;
- used information learned through the improper access to, and taking from, Oracle America's computer systems through Oracle's customer support websites to provide support services to Defendants' customers; and
- gained unauthorized access to Oracle's software releases through deceptive representations to Oracle America's and OIC's customers, causing customers to breach their license agreements with Oracle.

135. Defendants' conduct was wrongful by a measure beyond the fact of the interference itself. Defendants gained unauthorized access to Oracle America's computer systems through Oracle America's password-protected customer support websites, breached the agreements governing access to, and use of, Oracle's customer support websites and the Software and Support Materials available through it, and wrongfully used the property that they found there to advertise their services, and otherwise obtain and retain Oracle America's and OIC's current and prospective clients.

136. This conduct, as alleged above, constitutes violations of numerous state and federal statutes and codes, including, but not limited to, violation of the Federal Computer Fraud and Abuse Act, 18 U.S.C. § 1030 *et seq.*, unauthorized access to computers, NRS 205.4765, Cal. Penal Code § 502, receipt of stolen property, Cal. Penal Code § 496, wire fraud, 18 U.S.C. § 1343, violation of RICO, 18 U.S.C. § 1962, fraud and related activity in connection

1 with an access device, 18 U.S.C. § 1029, and violation of the Stored Communications Act, 18
 2 U.S.C. §§ 2701-11. Defendants' conduct also constitutes trespass to chattels and breach of
 3 contract, and entitles Oracle America and OIC to restitution for unjust enrichment.

4 137. As a result of Defendants' acts, the above-described relationships have
 5 been actually disrupted, causing certain current and prospective support clients to contract with
 6 Defendants instead of Oracle America and OIC for their software support and maintenance and,
 7 in some cases, for their enterprise software.

8 138. As a direct and proximate result of Defendants' actions, Oracle America
 9 and OIC have suffered economic harm, including, but not limited to, loss of profits from sales or
 10 licenses to current and potential customers of support services and enterprise software programs.
 11 Defendants' wrongful conduct was a substantial factor in causing this harm.

12 139. Unless Defendants are restrained by appropriate injunctive relief, their
 13 actions are likely to recur and will cause Oracle America and OIC irreparable injury for which
 14 there is no adequate remedy at law.

15 **Ninth Claim for Relief**

16 **Unfair Competition - Cal. Bus. & Prof. Code § 17200**

17 (By Oracle America and OIC Against All Defendants)

18 140. Oracle America and OIC incorporate by reference each of the allegations
 19 in Paragraphs 1-60, 63-69, and 84-139 of this Complaint as though fully set forth here, including
 20 without limitation Paragraphs 4-14, 26-32, and 39-60.

21 141. Defendants have engaged in unlawful business acts or practices, including
 22 computer fraud, trespass, breach of contract, and other illegal acts and practices as alleged above,
 23 all in an effort to gain unfair competitive advantage over Oracle America and OIC.

24 142. These unlawful business acts or practices were committed pursuant to
 25 business activity related to providing business applications software and related support and
 26 maintenance for that software.

27 143. The acts and conduct of Defendants constitute unlawful and unfair
 28 competition as defined by California Bus. & Prof. Code §§ 17200, *et seq.*

1 144. Defendants' conduct constitutes violations of numerous state and federal
2 statutes and codes, including, but not limited to, violation of the Computer Fraud and Abuse Act,
3 18 U.S.C. §§ 1030 *et seq.*, unauthorized access to computers, NRS 205.4765, Cal. Penal Code §
4 502, wire fraud, 18 U.S.C. § 1343, violation of RICO, 18 U.S.C. § 1962, fraud and related
5 activity in connection with an access device, 18 U.S.C. § 1029, and violation of the Stored
6 Communications Act, 18 U.S.C. §§ 2701-11. Defendants' conduct also constitutes trespass to
7 chattels and unjust enrichment.

8 145. Defendants devised their massive downloading scheme for the purposes of
9 inducing Oracle's support customers to enter into profitable support contracts with Rimini Street
10 and executed this scheme by means of false pretenses, representations, or promises, including by
11 accessing Oracle's Technical Support website for improper purposes and by exceeding
12 authorized access. Defendants transmitted or caused to be transmitted robots, crawlers, and other
13 software code for the purpose of executing this scheme in violation of 18 U.S.C. § 1343.

14 146. Defendants conducted their enterprise by engaging in a pattern of massive,
15 unauthorized downloading of Oracle's Software and Support Materials, constituting racketeering
16 activity, including wire fraud as described above, in violation of 18 U.S.C. § 1962.

17 147. Defendants knowingly and with intent to defraud used Oracle's Technical
18 Support Website, which is a means of accessing Oracle's customers' support services accounts
19 and is therefore an access device, and obtained unauthorized copies of Oracle's Software and
20 Support Materials, which had a value in excess of \$1,000 per year in violation of 18 U.S.C. §
21 1029.

22 148. Defendants intentionally accessed without authorization or intentionally
23 exceeded an authorization to access Oracle's Technical Support website, which is a facility
24 through which an electronic communication service is provided, and thereby obtained, altered,
25 and prevented authorized access to electronic communications in electronic storage on Oracle's
26 servers in violation of 18 U.S.C. § 2701.

27 149. As described above, Oracle and OIC have lost money and property and
28 suffered injury in fact as a result of Defendants' unlawful business acts and practices.

1 150. Defendants have improperly and unlawfully taken commercial advantage
 2 of Oracle America and OIC investments in their confidential, proprietary, and copyrighted
 3 Software and Support Materials and support delivery infrastructure. In light of Defendants'
 4 conduct, it would be inequitable to allow Defendants to retain the benefit of the funds obtained
 5 though the unauthorized and unlawful use of that property.

6 151. Defendants' unfair business practices have unjustly minimized Oracle
 7 America and OIC's competitive advantages and have caused and are causing them to suffer
 8 damages.

9 152. As a result of such unfair competition, Oracle America and OIC have also
 10 suffered irreparable injury and, unless Defendants are enjoined from such unfair competition,
 11 will continue to suffer irreparable injury, whereby Oracle America and OIC have no adequate
 12 remedy at law.

13 153. Defendants should be compelled to disgorge and/or restore any and all
 14 revenues, earnings, profits, compensation, and benefits they may have obtained in violation of
 15 California Business & Professions Code § 17200 *et seq.*, including, but not limited to, returning
 16 any revenue earned from the unlawful and unfair use of Oracle America and OIC's stolen
 17 property, and should be enjoined from further unlawful and unfair business practices.

18 **Tenth Claim for Relief**

19 **Trespass To Chattels**

20 (By Oracle America Against All Defendants)

21 154. Oracle America and OIC incorporate by reference each of the allegations
 22 in Paragraphs 1-60, 63-69, and 84-153 of this Complaint as though fully set forth here, including
 23 without limitation Paragraphs 4-16, 26-32, 39-60, and 84-99.

24 155. At all times mentioned in this Complaint, Oracle America had legal title or
 25 license to and actual possession of Oracle's customer support websites, its access-restricted
 26 internet-based support systems and databases, and the copies of the Software and Support
 27 Materials on those support systems, as described above.

28 156. Defendants intentionally interfered with Oracle America's use or

possession of both Oracle's customer support websites and Oracle's related internal databases and systems, and the copies of the Software and Support Materials housed for licensed access through Oracle's customer support websites.

157. Defendants' trespass and interference proximately caused damage to Oracle, including, but not limited to, damage to the functionality of Oracle America's computer systems and data, damage to Oracle America's rights to dominion and control over its property, and damage to the confidential nature of the information on Oracle America's websites. As a result, Defendants caused Oracle America's property to diminish in value and deprived Oracle America of the intended uses of its computer systems.

158. Oracle America is entitled to recover any and all damages it sustained as a result of such trespass, in an amount to be determined at trial.

159. Defendants' trespass interfered with, and damaged, the integrity and functionality of Oracle America's computer systems and data. Defendants will continue to commit such acts and other competitors will be encouraged to sweep Oracle America's websites, potentially to the point of denying effective access to customers and preventing Oracle America from using its systems and data for their intended purpose. Defendants' trespass therefore threatens to cause irreparable harm to Oracle America, for which Oracle America's remedy at law is not adequate to compensate it for the injuries inflicted and threatened.

Eleventh Claim for Relief

Unjust Enrichment/Restitution

(By Oracle America and OIC Against All Defendants)

160. Oracle America and OIC incorporate by reference each of the allegations in Paragraphs 1-60, 63-69, and 84-160 of this Complaint as though fully set forth here, including without limitation Paragraphs 4-14, 26-32, and 39-60.

161. Defendants unjustly received benefits at the expense of Oracle America and OIC through Defendants' wrongful conduct, including Defendants' breach of the agreements governing access to and use of Oracle's customer support websites, interference with Oracle America's and OIC's business relationships, and other unfair business practices, as well as

Defendants' trespass on, and computer fraud concerning the Software and Support Materials, which took substantial time and money for Oracle entities, including Oracle America and OIC, to develop. Defendants continue to unjustly retain these benefits at the expense of Oracle America and OIC. It would be unjust for Defendants to retain any value they obtained as a result of their wrongful conduct.

162. Oracle America and OIC are entitled to the establishment of a constructive trust consisting of the benefit conferred upon Defendants by the revenues derived from their wrongful conduct at the expense of Oracle entities including Oracle America and OIC as alleged above, and all profits derived from that wrongful conduct. Oracle America and OIC are further entitled to full restitution of all amounts in which Defendants have been unjustly enriched at Oracle America and OIC's expense.

Twelfth Claim for Relief

Unfair Practices - Cal. Bus. & Prof. Code §§ 17000, *et seq.*

(By Oracle America and OIC Against All Defendants)

163. Oracle America and OIC incorporate by reference each of the allegations in Paragraphs 1-60, 63-69, and 84-163 of this Complaint as though fully set forth here, including without limitation Paragraphs 4-14 and 26-60.

164. Defendants have caused Oracle America and OIC damage through their use of unfair practices, including but not limited to:

(a) Selling articles or products at less than the cost to Defendants, or charging a price so low as to be in substance or fact a give away, for the purpose of injuring competitors, including specifically Oracle, and destroying competition;

(b) Selling articles or products as a loss leader, with the purpose of inducing, promoting or encouraging the purchase of other merchandise, such as additional services from Rimini Street; or where the effect is a tendency or capacity to mislead or deceive purchasers or prospective purchasers, in particular concerning the illegality of Rimini Street's conduct in providing support services; or where the effect is to divert trade from or otherwise injure competitors, including specifically Oracle.

1 165. Defendant Ravin, as a director, officer or agent of Rimini Street, assisted
2 or aided, directly or indirectly, in the commission of these unfair practices and is equally liable
3 for them.

4 166. Oracle America and OIC are entitled to an injunction to halt Defendants'
5 conduct, and to prevent further unfair practices, applicable to all of Defendants' articles or
6 products. Oracle America and OIC are also entitled to damages, treble damages, reasonable
7 attorneys' fees and costs of suit.

8 **Thirteenth Claim for Relief**

9 **An Accounting**

10 (By Oracle America and OIC Against All Defendants)

11 167. Oracle America and OIC incorporate by reference each of the allegations
12 in Paragraphs 1-60, 63-69, and 84-163 of this Complaint as though fully set forth here, including
13 without limitation Paragraphs 4-14 and 26-60.

14 168. Defendants have obtained business through the use of unlawful conduct
15 including, but not limited to:

16 (a) Breaching the agreements governing access to or use of Oracle's
17 customer support websites;

18 (b) Improperly, willfully, and unlawfully taking commercial advantage
19 of the investment in its Software and Support Materials by Oracle entities including Oracle
20 America and OIC, for the purpose of sabotaging Oracle America and OIC's ability to do
21 business and compete in the market; and,

22 (c) Fraudulently accessing and intentionally trespassing on Oracle
23 America's password-protected customer support websites, without authorization or consent, or in
24 excess of authorization or consent, in furtherance of their unlawful and deceptive scheme as
25 described above.

26 169. Defendants have received money as a result of their misconduct, at the
27 expense of Oracle America and OIC, and some or all of such money is rightfully due to Oracle
28 America and OIC.

170. The amount of money due from Defendants to Oracle America and OIC is unknown to Oracle America and OIC, and cannot be ascertained without an accounting of the income and gross profits Defendants have obtained through their wrongful and unlawful conduct. Oracle America and OIC are entitled, therefore, to a full accounting.

Prayer For Relief

WHEREFORE, Oracle respectfully prays for the following:

A. For a preliminary and permanent injunction restraining Defendants, their officers, agents, servants, employees, and attorneys, and those in active concert or participation with any of them, from the following:

(1) Copying⁴, distributing, using, or creating derivative works from Oracle Software and Support Materials in any way, including for any business purpose, except as allowed by express license from Oracle;

(2) Copying, distributing or storing, or facilitating copying, distribution or storage of, any Oracle Software and Support Materials directly or indirectly from or to any of Defendants' offices, computer systems or networks;

(3) Using any robot, crawler, scraper, spider, or other software tool to access, copy, distribute or use any Oracle Software and Support Materials in any way, including for any business purpose;

(4) Facilitating the downloading of any Oracle Software and Support Materials from any Oracle support website for, or on behalf of, any customer who does not have a valid, existing and currently-Oracle-supported software license for the specific materials being downloaded from Oracle entitling that customer to have and use those Software and Support Materials;

(5) Facilitating the access to, use of, or downloading from any

⁴ As used in this Prayer, "copying" includes downloading from a website or digital storage media.

1 Oracle support website for, or on behalf of, any customer other than by using that specific
2 customer's valid log-in credentials;

3 (6) Facilitating the copying, distribution or use of any Oracle
4 Software and Support Materials for, or on behalf of, any customer who did not have a current,
5 valid, existing software and support license from Oracle entitling that customer to have and use
6 those Software and Support Materials, at the time they were downloaded or obtained by or on
7 behalf of the customer;

8 (7) Regardless of the location of any specific Software and
9 Support Materials, copying, distributing or using Software and Support Materials obtained
10 through or for one customer to support a different customer;

11 (8) Facilitating the copying, distribution or use of, any Oracle
12 Software and Support Materials without keeping a record, which Oracle may inspect upon three
13 (3) business days' written notice, that accurately reflects all Software and Support Materials (a)
14 copied, distributed or used, organized by customer name, (b) the date(s) of the copying,
15 distribution or use, and (c) all other entities involved in the copying, distribution or use,
16 including name of the entity, principal contact, and contact information; and,

17 (9) Otherwise engaging in acts of unfair competition, unfair
18 practices, copyright infringement, trespass, and computer fraud against Oracle;

19 B. That the Court order Defendants to file with the Court and serve on
20 Oracle within thirty (30) days after the service on Defendants of such injunction a report in
21 writing, under oath, setting forth in detail the manner and form in which Defendants have
22 complied with the injunction;

23 C. For an Order directing Defendants to return Oracle's property,
24 including, without limitation, Oracle's confidential, proprietary, and copyrighted Software and
25 Support Materials, including data, internal documents, and valuable updates, patches, fixes, and
26 other computer code, that Defendants took from Oracle, as set forth in this Complaint;

27 D. For an Order impounding or destroying any and all infringing
28 materials pursuant to 17 U.S.C. § 503;

E. For an Order awarding Oracle punitive damages in a sum to be determined at trial;

F. For restitution and disgorgement of all ill-gotten gains unjustly obtained and retained by Defendants through the acts complained of here;

G. For an Order finding a Constructive Trust for Oracle's benefit, consisting of all revenues received by Defendants from their wrongful conduct which should rightfully have been received by Oracle and all profits derived from that wrongful conduct, and directing Defendants to pay all such sums to Oracle;

H. For damages to be proven at trial;

I. For those damages to be trebled;

J. For statutory damages pursuant to 17 U.S.C. § 504;

K. For prejudgment interest;

L. For an accounting;

M. For an Order awarding Oracle its attorneys' fees and costs; and,

N. For an Order awarding Oracle such other and further relief as the Court deems just and proper.

DATED: April 19, 2010

BOIES SCHILLER & FLEXNER LLP

By: /s/ Richard J. Pocker

Richard J. Pocker
Attorneys for Plaintiffs
Oracle USA, Inc., Oracle America, Inc. and
Oracle International Corp.

DEMAND FOR JURY TRIAL

In accordance with Fed. R. Civ. P. 38(b), Plaintiffs Oracle America, Inc., and Oracle International Corp. demand a trial by jury on all issues so triable.

DATED: April 19, 2010

BOIES SCHILLER & FLEXNER LLP

By: /s/ Richard J. Pocker

Richard J. Pocker
Attorneys for Plaintiffs
Oracle USA, Inc., Oracle America, Inc. and
Oracle International Corp.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 19th day of April, 2010, service of Plaintiffs' First Amended Complaint was effected via the United States District Court e-filing system to the following:

SHOOK HARDY & BACON LLP

B. Trent Webb, Esq.

Eric Buresh, Esq.

2555 Grand Boulevard

Kansas City, Missouri 64108-2613

Telephone: (816) 474-6550

Facsimile: (816) 421-5547

bwebb@shb.com

eburesh@shb.com

Robert H. Reckers, Esq.

600 Travis Street

Houston Texas, 77002

Telephone: (713) 227-8008

Facsimile: (731) 227-9508

rreckers@shb.com

SNELL & WILMER L.L.P.

Dan W. Goldfine, Esq.

One Arizona Center

400 East Van Buren

Phoenix, Arizona 85004-2202

Telephone: (800) 382-6000

Facsimile: (602) 322-0430

dgoldfine@swlaw.com

Jonathan M. Jacobson, Esq.

Chul Pak, Esq.

WILSON SONSINI GOODRICH & ROSATI

1301 Avenue of the Americas, 40th Floor

New York, NY 10019

Telephone: (212) 999-5800

Facsimile: (212) 999-5899

JJacobson@wsgr.com

CPak@wsgr.com

WILSON SONSINI GOODRICH & ROSATI

David S. Steuer, Esq.

Michael B. Levin, Esq.

650 Page Mill Road

Palo Alto, California 94304-1050

Telephone: (650) 493-9300

Facsimile: (650) 565-5100

DSteuer@wsgr.com

MLevin@wsgr.com

1 GREENBERG TRAURIG
Mark G. Tratos, Esq. (Nevada Bar. No. 1086)
2 Brandon Roos, Esq. (Nevada Bar No. 7888)
Leslie Godfrey, Esq. (Nevada Bar No. 10229)
3 3773 Howard Hughes Parkway
Suite 400 North
4 Las Vegas, NV 89619
Telephone: (702) 792-3773
5 Facsimile: (702) 792-9002
tratosm@gtlaw.com
6 roosb@gtlaw.com
godfrey1@gtlaw.com
7

8 /s/ Douglass A. Mitchell, Esq.
9 An employee of Boies, Schiller & Flexner
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28